



**BOARD OF SUPERVISORS AGENDA ITEM REPORT**  
**CONTRACTS / AWARDS / GRANTS**

Requested Board Meeting Date: July 5, 2016

or Procurement Director Award

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**Contractor/Vendor Name (DBA):** Pima Council on Aging

**Project Title/Description:**  
Nursing Care for the Elderly

**Purpose:**

The purpose of this program is to address the preventive health needs of low-income elderly individuals in Pima County by providing blood pressure screenings, health education, and case management services.

**Procurement Method:**

N/A - grant.

**Program Goals/Predicted Outcomes:**

The goal of the Nursing Care for the Elderly program is to provide health maintenance, promotion, and screening services to socially and economically at risk clients 60 years of age or older at congregate meal sites.

**Public Benefit:**

In calendar year 2015, over 1,900 clients were served in seven congregate meal sites. One quarter of program attendees screened were referred to medical service providers for follow up care or additional examination. Clients also received influenza vaccinations and education on a variety of health and wellness topics.

**Metrics Available to Measure Performance:**

Program metrics tracked monthly include the number of clients seen and number of client contacts at each site. Metrics tracked quarterly include the number of referrals and educational activities provided. On an annual basis, clients are asked to complete a confidential patient service satisfaction questionnaire which is used to evaluate client feedback on services provided. Feedback from the 2015 satisfaction survey indicated that 96% of respondents were satisfied with services provided.

**Retroactive:**

Yes. Pima County received this contract June 8, 2016, too late for the June 21 BOS meeting, and it takes effect July 1, 2016.

**Original Information**

Document Type: GTAW Department Code: HD Contract Number (i.e., 15-123): 16\*078

Effective Date: 7/1/2016 Termination Date: 6/30/2017 Prior Contract Number (Synergen/CMS): N/A

Expense Amount: \$ \_\_\_\_\_  Revenue Amount: \$ 22,922

Funding Source(s): Pima Council on Aging / federal funds

Cost to Pima County General Fund: None

Contract is fully or partially funded with Federal Funds?  Yes  No  Not Applicable to Grant Awards

Were insurance or indemnity clauses modified?  Yes  No  Not Applicable to Grant Awards

Vendor is using a Social Security Number?  Yes  No  Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

**Amendment Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

Expense  Revenue  Increase  Decrease Amount This Amendment: \$ \_\_\_\_\_

Funding Source(s): \_\_\_\_\_

Cost to Pima County General Fund: \_\_\_\_\_

Contact: Sharon Grant

Department: Health Telephone: 724-7842

Department Director Signature/Date: [Signature] 6 June 16

Deputy County Administrator Signature/Date: [Signature] 6-13-2016

County Administrator Signature/Date: [Signature] 6/14/16  
*(Required for Board Agenda/Addendum Items)*

**PIMA COUNCIL ON AGING**

Contract between the Area Agency on Aging, Pima Council on Aging ("AAA-PCOA") and Pima County, for and on behalf of Pima County Health Department, 3950 S. Country Club, Suite 100, Tucson Arizona 85714-2056 (the "Contractor")

- WHEREAS the Contractor is:
- [ ] a Non-profit Organization as defined in the Office of Management and Budget (OMB) Circular A-122:
  - [ ] A for-profit Organization.
  - [ x] Other Pima County Government

WHEREAS The AAA-PCOA Is duly authorized to execute and administer contracts under A.R.S. §41-1954.1

THEREFORE the AAA-PCOA and Contractor agree to abide by all the terms and conditions set forth in this Contract.

FOR AND ON BEHALF OF THE  
AREA AGENCY ON AGING,  
PIMA COUNCIL ON AGING:

Signature

W. Mark Clark

Typed Name

President & CEO

Title

May 24, 2016

Date

Pima County Health Department FY 16-17

Contract I.D. No.

PIMA COUNTY

Chair, Board of Supervisors

Date

ATTEST:

Clerk of the Board

Date

FOR AND ON BEHALF OF THE  
CONTRACTOR

Signature

Francisco Garcia, MD, MPH

Typed Name

Director

Title

Date

APPROVED AS TO FORM:

Deputy County Attorney

Date

Contract ID# FY 2016-2017

ANNEX A - PROGRAM/SCOPE OF WORK SECTION

(Note: (Sections containing a box are only applicable if darkened or marked with an X)

1.0 Authorized Signatory for Contractor:

1.1 Pima County Government on behalf of the Pima County Health Department  
CONTRACTOR AGENCY NAME

FEI# 86-6000543  
FEDERAL EMPLOYER IDENTIFICATION/SOCIAL SECURITY #

130 W. Congress, Tucson, Arizona 85701 (520)740-8161  
ADDRESS PHONE NUMBER

1.2 Sharon Bronson Chair, Board of Supervisors  
NAME OF AUTHORIZED SIGNATORY AUTHORIZED POSITION TITLE

is the signatory to this Contract on behalf of the Contractor.

1.3 In the absence of the principal authorized signatory named above,

Richard Elias Vice chair, Pima County Board of Supervisors  
NAME AUTHORIZED POSITION TITLE

is authorized to sign this Contract and any amendments thereto on behalf of the Contractor. In the event that either persons in 1.2 or 1.3 shall cease performing their position, Contractor shall notify the Department of their successor in writing. No contract amendment should be necessary.

2.0 Notices:

2.1 The Department shall address all notices relative to this Contract to the attention of:

Francisco Garcia, Director, and Chief Medical Officer Pima County Health Department  
NAME AND TITLE

150 W. Congress, Suite 100, Tucson, Arizona 85701 (520)724-7931  
ADDRESS PHONE NUMBER

2.2 The Contractor shall address all notices relative to this Contract to the attention of:

DEBRA ADAMS, DEPUTY DIRECTOR  
NAME AND TITLE

PIMA COUNCIL ON AGING  
DIVISION/OFFICE

8467 E. Broadway, Tucson, AZ 85710-4099 (520)790-0504  
ADDRESS PHONE NUMBER

3.0 Contract Term:

The term of this Contract shall begin on July 1, 2016

[x] and shall terminate on June 30, 2017

**4.0 Contract Purpose:**

The Contract Services to be provided during the term of this Contract shall address the problem(s) and need(s) and seek to achieve the program goals described below:

1. To provide direct health services and supportive counseling in order to:  
Increase the individual's understanding of the aging process.  
Increase the individual's understanding of the disease(s) that affect his/her remaining years.
2. Teach the individual specific lifestyle habit changes required by various disease(s) he/she lives with.
3. Enhance the well-being for each individual seeking service.
4. Reduce the frequency and length of in-patient hospitalization.
5. Expand the levels and ranges of treatment opportunities to those individuals seeking service.
6. Expand access and coordination of referrals to social services and other health providers as appropriate.

**5.0 Contract Service and Service Delivery:**

**5.1 Service Specifications:**

Each Contract Service to be provided during the term of this Contract shall be delivered in accordance with the requirements indicated in the applicable Service Specifications. Contract shall deliver the number of units of each Contract Service identified, as applicable, in the Compensation Section.

The delivery of services and programs under the Contract shall be in compliance with the Policy and Procedures Manual issued by the Arizona Department of Economic Security's (ADES) Division of Aging and Adult Services (DAAS) (Issued/Revised 11-01-2013); and in accordance with any and all written policies and procedures issue by Pima Council on Aging (PCOA)

**5.2 Subcontractors:**

O A portion of the Contract Service to be provided under this Contract shall be delivered by Subcontractors as identified in Section 5.6 of Annex A, Program/Scope of Work Section. Contractor understands and represents that no work shall be performed by a Subcontractor until the subcontract document has been reviewed by and approved in writing by the authorized Department representative.

**Annex A**  
**Scope of Work - Page 3**

5.3 Contract Services: (\*indicates Direct Service; \*\*indicates Purchased Service; \*/\*\*indicates both Direct and Purchased Services).

The Contract Services to be delivered during the term of this Contract to Eligible Persons are:

- |  |  |
|--|--|
| <input type="radio"/> Administration                           | <input type="radio"/> Medication and Medical Supplies    |
| <input type="radio"/> Advocacy                                 | <input type="radio"/> Medical Services                   |
| <input type="radio"/> Assessment Services                      | <input type="radio"/> Occupational Therapy               |
| <input type="radio"/> Basic Education                          | <input type="radio"/> Occupational/Vocational Education  |
| <input type="radio"/> Case Management                          | <input type="radio"/> On-the-Job Training                |
| <input type="radio"/> Community Education and Information      | <input type="radio"/> Parent Aide Service                |
| <input type="radio"/> Congregate Meals                         | <input type="radio"/> Parenting Skills Training          |
| <input type="radio"/> Counseling                               | <input type="radio"/> Peer/Self-Help Groups              |
| <input type="radio"/> Counseling/Medical Services/Consultation | <input type="radio"/> Personal Care                      |
| <input type="radio"/> Crisis Intervention                      | <input type="radio"/> Personal Living Skills Training    |
| <input type="radio"/> Adult Day Care                           | <input type="radio"/> Physical Therapy                   |
| <input type="radio"/> Day Treatment & Training                 | <input type="radio"/> Preschool Supplemental Services    |
| <input type="radio"/> Dental Services                          | <input type="radio"/> Program Administration             |
| <input type="radio"/> Employment-Related Program               | <input type="radio"/> Program Development                |
| <input type="radio"/> Foster Care                              | <input type="radio"/> Reassurance                        |
| <input type="radio"/> Home Care Program                        | <input type="radio"/> Recreation and Socialization       |
| <input type="radio"/> Home-Delivered Meals                     | <input type="radio"/> Rehabilitation Instructional Serv. |
| <input type="radio"/> Home-Health Aid                          | <input type="radio"/> Residential Living & Development   |
| <input type="radio"/> Home Management Training                 | <input type="radio"/> Shelter Care & Supervision         |
| <input type="radio"/> Home Repair/Adaptation/Renovation        | <input type="radio"/> Sheltered Employment               |
| <input type="radio"/> Home Recruitment, Study & Supervision    | <input type="radio"/> Social Development                 |
| <input type="radio"/> Housekeeping-Chore                       | <input type="radio"/> Speech Therapy                     |
| <input type="radio"/> Information and Referral-Access          | <input type="radio"/> Transportation                     |
| <input type="radio"/> Job Modification                         | <input type="radio"/> Unaccompanied Minors               |
| <input type="radio"/> Job Development and Placement            | <input type="radio"/> Visiting Nurse                     |
| <input type="radio"/> Job Training                             | <input type="radio"/> Work Adjustment Training           |
| <input type="radio"/> Legal Assistance                         | <input type="radio"/> Work Activities                    |
| <input type="radio"/> Long Term Care Advocacy                  | <input type="radio"/> Work Experience                    |

● Other (specify): Nursing Care for the Elderly: Health Maintenance, Promotion & Screening/Congregate Meal Centers

**5.4 Eligibility Criteria, Intake Procedures and Case Records:**

**5.4.1 Eligibility Criteria**

- (b) Services are targeted to the elderly (60 years of age or older) attending the congregate meal centers.

Armory Park Senior Center  
Quincie Douglas Center  
El Pueblo Neighborhood Center  
Freedom Recreation Center

Donna Liggins Center  
Flowing Wells Community Center  
El Rio Neighborhood Center

**5.4.2 Intake Procedures**

Persons seeking services must register with the nurse. Registration is done in the Blood Pressure Clinic setting at each congregate meal site.

**5.4.3 Case Records**

All persons who enter the system respond to questions regarding demography, health history, current medications and other specific information necessary to provide safe care. This information is recorded following each unit of service. All records are confidential.

**Annex A - Page 5**

**5.5 Staffing: FY 2016-2017**

A. Each Contract Service shall be provided by the following personnel positions:

CONTRACT SERVICES	POSITION TITLE	NO. OF FTEs	RATIO OF DIRECT CARE STAFF TO CLIENTS
Primary Nursing Care for the Elderly-Health Maintenance, Promotion and Screening at Congregate Meal sites.	Public Health Nurses (PHN) Deborah Agriesto, RN Debra Osborne, RN Janet Corley, RN Estela Garcia, RN Mary L. Godfrey (Admin) Pearl Palmer, RN Sarah Ramirez, RN Kristin Robinson-Lund, RN	Approximately 0.14 FTE (292 hours, total)	1:20 average

**Annex A 5.6 – Page 6**

**Facility Location: FY 2016-2017 Pima County Health Department**

Contract Service may be delivered only at the facilities and locations specified below and shall be available during the hours of operation indicated:

SERVICE	FACILITY NAME AND ADDRESS	SUBCONTRACT	DAYS AND HOURS OF OPERATION	HOLIDAYS WHEN FACILITY WILL BE CLOSED
<p>Pima County Health Dept. 3950 S. Country Club #100 Tucson, AZ 85714 (520)740-3174 FAX (520)740-8329</p> <p>Health Maintenance Promotion &amp; Screening Congregate Meal Centers</p> <p>All sites are in the Metro Tucson area</p>	<p>Armory Park Senior Center 220 S. 5<sup>th</sup> Ave. (01) (520) 791-4070</p>		<p>2 hours once a month 1<sup>st</sup> Wednesday 3:00 – 5:00</p>	<p><input checked="" type="checkbox"/> New Year's Day <input checked="" type="checkbox"/> Martin Luther King, Jr. Day <input type="checkbox"/> Lincoln's Birthday</p>
	<p>Donna Liggins Center 2160 N. 6<sup>th</sup> Ave. (05) (520) 791-3247</p>		<p>2 hours once a month 2<sup>nd</sup> Tuesday 10:00- 12:00</p>	<p><input type="checkbox"/> Washington's Birthday <input checked="" type="checkbox"/> Presidents' Day <input checked="" type="checkbox"/> Memorial Day</p>
	<p>El Pueblo Neighborhood Ctr. 101 W. Irvington (14) (520) 837-8210</p>		<p>2 hours twice a month 2<sup>nd</sup> and 4<sup>th</sup> Wednesday 9:00 – 11:00</p>	<p><input checked="" type="checkbox"/> Independence Day <input checked="" type="checkbox"/> Labor Day <input type="checkbox"/> Columbus Day</p>
	<p>El Rio Neighborhood Ctr. 1390 W. Speedway Blvd. (05) (520) 837-8210</p>		<p>3 hours twice a month 1<sup>st</sup> and 3<sup>rd</sup> Wednesday 8:30 – 11:30</p>	<p><input checked="" type="checkbox"/> Veteran's Day <input checked="" type="checkbox"/> Thanksgiving Day <input checked="" type="checkbox"/> Friday after Thanksgiving</p>
	<p>Ellie Towne/Flowing Wells Community Center 1660 W. Ruthrauff Rd (05) 887-9786</p>		<p>2 hours once per month 2<sup>nd</sup> Monday 10:00 - 12:00</p>	<p><input checked="" type="checkbox"/> Christmas Day <input type="checkbox"/> Day after Christmas <input type="checkbox"/> Good Friday</p>
	<p>Freedom Recreation Center 5000 E. 29<sup>th</sup> St (11) 791-4969</p> <p>Quincie Douglas Center 1575 E. 36<sup>th</sup> St. (13) (520) 791-2507</p>		<p>2 hours once a month 4<sup>th</sup> Tuesday 10:00 – 12:00</p> <p>3 hours twice a month 2<sup>nd</sup> and 4<sup>th</sup> Thursday 8:30 – 11:30</p>	<p><input type="checkbox"/> Other contractor declared holidays</p>

**SCOPE OF WORK  
PRIMARY NURSING CARE FOR THE ELDERLY  
HEALTH MAINTENANCE PROMOTION & SCREENING  
CONGREGATE MEAL CENTERS**

**I. SERVICE DEFINITION**

This service provides health maintenance, promotion and screening services for the elderly attending the congregate meal sites. Services shall consist of those normally ascribed to the duties of a nursing professional in providing health services and acting as a referral service and advocate for health services for the client.

**II. UNIT OF SERVICE DEFINITION**

Scheduled clinic hours where healthcare services will be rendered.

**III. STANDARDS/LICENSURE REQUIREMENTS**

1. The registered nurse providing services to clients must be licensed to practice in the State of Arizona, and shall provide necessary health services normally ascribed to a registered nurse, and shall not include any services which can be considered to be exclusively the lawful duties of a licensed medical doctor.
2. On-site clinics shall conform to State and City codes and regulations for the purposes for which the clinic is used.
3. Providers shall insure that all handicapped clients are enabled to receive and participate in program services without hindrance, either by structural barrier removal or special assistance from the Provider or its agents.

**IV. DEFINITION OF TERM**

Eligible clients shall be individuals 60 years of age or older.

**V. SERVICE METHODOLOGY**

1. The purpose of this service is to provide health maintenance, promotion and screening services for the elderly individuals attending the congregate meal sites. Congregate meal site attendees will be encourage to participate in offered services.
2. All persons who enter the system respond to questions regarding demography, health history, current medications and other specific information necessary to provide safe care, Case records are kept on each client and contacts are recorded following each unit of service. All records are confidential.
3. Nursing personnel will schedule a two to three hour block of time to provide service one two times a month at each of the seven congregate meal sites as listed in the facility location" section of the contract. Bilingual personnel will be assigned to the sites with a high percentage of Spanish speaking clients.

4. On each visit, nursing personnel shall provide direct services to include, but not be limited to, general nursing and related consultation services, health screening and monitoring, blood pressure and temperature checks, general and specific health condition consultations; follow-up on earlier illnesses and symptoms, and appropriate case evaluation and referral to proper sources of medical care, including necessary advocacy for such referrals. In no case shall this subcontract be construed to convey to the Provider responsibility for performing any duty or service which is legally the duty or service only of a licensed Doctor of Medicine (M.D.).
5. On each visit, health education services shall also be provided on a group basis. Categories may include nutrition education, medication review, coping with life stress and the importance of exercise. Education topics shall be identified with input from center participants.

**VI. METHOD OF EVALUATION**

1. Monthly Activity Report in prescribed format to include: number of clients seen at each Center and number of client contacts at each Center.
2. Quarterly Activity Reports, number and type of referrals, number and type of educational activities provided, and client vignettes indicating client needs and PHN services provided to clients.
3. Annual survey of clients served via confidential service satisfaction questionnaires to evaluate availability and quality of services provided.
4. Annual Report to include number of client contacts, number of clients served, amount and type of client-support activities engaged in or served, and client feedback on services rendered.

Contract Identification Number Pima County Government on Behalf of the Pima County Health Department FY 2016-2017

COMPENSATION SECTION

NOTE: This section applies only to those programs whose boxes have been checked below.

- OLDER AMERICANS ACT (OAA) FUNDED PROGRAMS
- STATE FUNDED PROGRAMS

1.0 COMPENSATION

The Contract reimbursement/payment ceiling for all services provided during the term of the Contract and/or for the period specified shall be:

Amount during the Contract Term \$ 22,922

If this contract is extended or renewed for multiple periods, or is established as a multi-year contract in its entirety or in part, and the Pima Council on Aging establishes a reimbursement ceiling for each contract extension or renewal period, the amounts by period are as indicated below.

Amount during the period from \_\_\_\_\_ to \_\_\_\_\_ is \$

Amount during the period from \_\_\_\_\_ to \_\_\_\_\_ is \$

Amount during the period from \_\_\_\_\_ to \_\_\_\_\_ is \$

Amount during the period from \_\_\_\_\_ to \_\_\_\_\_ is \$

The method of compensation shall be accordance with Section 2.0



**3.3 105% POLICY**

The Pima Council on Aging shall, on a monthly basis, not pay more than an amount equal to 105% of the contract unit rate for any service as it appears in the "contract operating budget" for the period of the approved and executed contract.

**4.0 COMPENSATION REQUIREMENTS:**

**4.1 OAA, and/or State Funded Programs:**

Payment shall be subject to the following limitations and exceptions:

- A. Title 45 CFR Part 74, Section 74.61 (3) requires that cash reimbursements be timed to coincide with cash disbursements.
- B. Programmatic and financial reports must be received on the approved PCOA forms on or before the 15th day of each month. Failure to comply by the 15th day of any month will result in immediate cessation of disbursement of funds by Pima Council on Aging to the Contractor until the required reports are received.
- C. Contractor agrees to adhere to the approved Contract Operating Budget (attachment I to this Section) within the tolerance levels established in Section 3, Amendments, of the **Uniform Terms and Conditions**.
- D. During the contract period, each revenue source will support expenses and the production of units of service in direct proportion to the actual reported receipts of each revenue as a percentage of total reported revenue.
- E. A Final report must be received within 45 days following the termination of this contract.

**5.0 REPORTING REQUIREMENTS**

- A. Programmatic and financial reports must be received on the approved Pima Council on Aging forms on or before the 15th day of each month.
- B. In accordance with Section 62 Reporting Requirements, of the **Uniform Terms and Conditions**, Contractor shall submit an AG-053 Monthly Financial Report for Service Providers, no later than 15 days following each month during the contract term.

**Annex B - Page 4**

**6.0 FINANCIAL REPORTING REQUIREMENTS**

6.1 In accordance with Section 62, Reporting Requirements, of the **Uniform Terms and Conditions**, the contractor shall submit the following forms (or an approved computer printout following the same format):

- A. OAA, Pima Long Term Care, Community Services System and/or State Funds
  - Monthly Financial Report for Service Providers
  - Monthly Social Services Report
  - Monthly Meals Report – Congregate
  - Monthly Meals Report - Home Delivered
  - Monthly Transportation Report
  - Monthly Activity Reports  
Monthly Activity Report in prescribed format to include: number of clients seen at each Center and number of client contacts at each Center.
  - Other reports (as specified below)
    - a. Quarterly Activity Reports: number and type of referrals, number and type of educational activities provided, and client vignettes indicating client needs and PHN services provided to clients.
    - b. Annual survey of clients served via confidential service satisfaction questionnaires to evaluate availability and quality of services provided.
    - c. Annual Report to include number of client contacts, number of clients served, amount and type of client-support activities engaged in or served, and client feedback on Services rendered.

All required reports shall be submitted with the appropriate AG-053, Monthly Financial Report for Service Providers. If the above-mentioned forms are revised, amended, or supplemented, the contractor shall submit the revised, amended or supplemented form upon notification of the necessity to do so.

**6.2 The reports required in 6.1 shall be submitted to:**

Financial Reports:

Donna Burrows,  
Vice President & Chief Financial Officer  
Pima Council on Aging  
8467 E. Broadway  
Tucson, Arizona 85710-4099

Programmatic Reports:

Debra Adams,  
Senior Vice President & Chief Operating Officer  
Pima Council on Aging  
8467 E. Broadway  
Tucson, Arizona 85710-4099

**7.0 OUTREACH REQUIREMENTS**

The Provider shall target service provision to older persons with the greatest economic and or social need with particular attention to low-income minority individuals.

To assure that contract services are provided to the target population, the Provider shall conduct various outreach activities, carry out the service in a manner that is sensitive to cultural differences, employ bilingual staff where needed, and in the provision of nutrition services attempt to locate the senior centers in areas of greatest economic and/or social need as identified by the U.S. Census.

Outreach activities shall include distribution of written materials, community group presentations, and contacts with agencies, organizations, neighborhood centers, health centers, etc. that specifically serve the target population.

All written information shall specify the funding agency and the specific funding source.





## UNIFORM TERMS AND CONDITIONS

1. As used in these terms and conditions, the following terms have the following meaning:
  - a. **"Annex A"** is the annex to this Contract which contains a description of the services to be delivered pursuant to this Contract.
  - b. **"Annex B"** is the annex to this Contract which contains the approved budget, level of service and any conditions for payment for the delivery of services pursuant to this Contract.
  - c. **"Attachment"** means any item the Solicitation requires the Offeror to submit as part of the Offer.
  - d. **"Begin Date"** means the date that the contractor may start to provide services under this contract. The contractor will not be paid or reimbursed for contract services provided prior to the Begin Date. However, payments or reimbursements shall not be made under this contract until the effective date of this contract.
  - e. **"Compensation"** means that part of this contract which contains the approved method of payment or reimbursement which may include a budget or fee or rate for the delivery of services pursuant to this contract. Compensation also means Cost or Price.
  - f. **"Contract"** means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, The Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
  - g. **"Contract Amendment"** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
  - h. **"Contract Expenditures"** means expenditures made by the Contractor during the term of this Contract and pursuant to the approved budget for Contract Services set forth in Annex B.
  - i. **"Contract Services"** means the services to be delivered by the Contractor which are so designated in Annex A. Services will be provided in a manner to ensure they are delivered throughout the entire contract period.
  - j. **"Contractor"** means any person who has a contract with PCOA.
  - k. **"Days"** means calendar days unless otherwise specified.
  - l. **"Department"** means the Arizona Department of Economic Security (ADES).
  - m. **"Effective Date"** means the date the Contractor is to start delivering services. The Effective Date is specified in Annex, A, 4.0 Contract Term.
  - n. **"Eligible Persons"** means the persons determined eligible for contract services in accordance with the criteria set forth herein.

- o. **"Equipment"** means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing \$5,000.00 or more including all normal and necessary expenses incurred to make the equipment ready for its intended use, (e.g. taxes, freight, installation, assembly and testing charges, etc.) and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g. land, buildings, structures, or facilities improvements).
- p. **"Exhibit"** means any item labeled as an Exhibit.
- q. **"Gratuity"** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- r. **"Materials"** means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- s. **"May"** indicates something that is not mandatory but permissible.
- t. **"Offer"** means bid, proposal or quotation.
- u. **"Offeror"** means a vendor who responds to any type of solicitation.
- v. **"Procurement Officer"** means the AAA-PCOA Area Agency on Aging Chief Executive Officer or his or her designee who is duly authorized to enter into and administer contracts and make written determinations with respect to the contract.
- w. **"PCOA" and "AAA-PCOA"** means the Pima Council on Aging, the Area Agency on Aging for Pima County, Region II.
- x. **"Reimbursement Ceiling"** means the amount so designated in Annex B and is the maximum amount payable by AAA-PCOA to the contractor under this contract.
- y. **"Scope of Work"** means the description of service(s) to be provided pursuant to this contract. Scope of Work also means "Service."
- z. **"Services"** means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- aa. **"Shall/Must"** indicates a mandatory requirement.
- bb. **"Should"** indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, PCOA may, at its sole option, ask the Contractor to provide the information.
- cc. **"Solicitation"** means an invitation for bids, a request for proposals, or a request for quotation.

dd. "**Solicitation Amendment**" means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

ee. "**State**" means the State of Arizona and the Department or Agency of the State that executes the Contract.

ff. "**State Fiscal Year**" means the period beginning with July 1 and ending June 30.

gg. "**Subcontract**" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

hh. "**Vulnerable adult**" means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment.

2. Advertising, Publishing and Promotion of Contract. The contractor shall not use, advertise, promote or publish information for commercial benefit concerning this contract without the prior written approval of the procurement officer. The Contractor shall provide to AAA-PCOA for review and approval all reports or publications (written, visual or sound) which are funded or partially funded under this contract, a minimum of fifteen (15) calendar days prior to public release.

All reports and publications whether written, visual or verbal, shall contain the following statement: "This program was funded through a contract with the Pima Council on Aging utilizing funding from the Arizona Department of Economic Security. Points of view are those of the author and do not necessarily represent the official position or policies of the Pima Council on Aging or the Arizona Department of Economic Security."

3. Amendments. This contract is issued under the authority of the Procurement Officer who signed this contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the contract and of applicable law. Such changes including unauthorized written Contract Amendments shall be void and without effect and the Contractor shall not be entitled to any claim under this Contract based on those changes. Any change to this contract except non-material changes requires a written contract amendment.

- a. A written amendment to this contract shall be required whenever there is a material change in the content to include, but not limited to the following:
- (1) Reimbursement Ceiling;
  - (2) Contract term if extended and/or reduced without terminating the contract;
  - (3) Service delivery plan, the scope of work, or the level of service to be provided;

(4) Rate paid per unit of service or deliverable;

(5) Ownership or legal entity responsible for the contract;

(6) Personnel of the contractor when the individual is indicated by name or qualifications in the contract;

(7) For any other change in the terms and conditions of the contract which AAA-PCOA deems substantial; or;

(8) Except where contract special terms and conditions provide otherwise, in fixed price with price adjustment contracts, whenever there is an increase or decrease in any budget category by an amount equal to or greater than 10 percent.

b. The contractor shall give written notice to AAA-PCOA of any non-material change, such as but not limited to the following:

(1) Change of address;

(2) Change of telephone number;

(3) Change of Contract Authorized Signatory or his/her designee;

(4) Changes in the name and/or address of the person to whom notices are to be sent;

(5) Changes in contract-related personnel positions of the contractor which do not affect staffing ratios or staff qualifications or specific individuals required under this contract;

(6) Change in the name of the contractor, where the ownership or responsible entity remains the same, or;

(7) In a fixed price with price adjustment contract, a written amendment shall not be necessary to shift costs among budget categories. The Contractor shall give written notice to the AAA-PCOA that includes justification for the changes and receive written approval from AAA-PCOA. Any such increase must be offset by an equal value decrease in any budget category or categories.

c. Where a change does not fall in any of the categories listed in paragraph B, the contractor must obtain approval from the procurement officer prior to effecting the change.

4. Applicable Law.

a. Arizona Law. The Arizona law applies to this contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes ("A.R.S.") Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code ("A.A.C.") Title 2 Chapter 7.

b. Implied Contract Terms. Each provision of law and any terms required by law to be in this contract are a part of this contract as if fully stated in it.

- c. **Contract Order of Precedence.** In the event of a conflict in the provisions of the Contract, as accepted by AAA-PCOA and as they may be amended, the following shall prevail in the order set forth below:
- (1) Special Terms and Conditions;
  - (2) Uniform Terms and Conditions;
  - (3) Statement or Scope of Work;
  - (4) Specifications;
  - (5) Attachments;
  - (6) Exhibits; and
  - (7) Documents referenced or included in the Solicitation.
- d. **Federal Legislation.** The Older Americans Act of 1965, as amended, PL 100-75; and the Code of Federal Regulations, Title 45, Part 74, Administration of Grants. For Older Americans Act services the Contractor shall comply with laws, rules, regulations and standards contained in or promulgated under Title III of the Older Americans Act, as amended; 42 U.S.C. 3001 through 42 U.S.C. 3058ee(b); Title 45 Code of Federal Regulations, Part 74 (except Subpart N); Title 45 Code of Federal Regulations, Parts 1321 AND 1326. In accordance with Title 45 Code of Federal Regulations, Part 1321.5, the State agency shall afford the Contractor an opportunity for a hearing when required by the provisions of this part.

For Social Services Block Grant (SSBG) services the Contractor shall comply with the laws, rules, regulations and standards contained within 42 U.S.C. 1397 and 42 U.S.C. 1397 a, d, and e; Title 45 Code of Federal Regulations, Parts 74 and 96; and the Arizona Title XX Social Services State Plan.

- e. **Compliance with Applicable Laws.** The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. §23-722.01 as may be amended relating to new hire reporting, A.R.S. §23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. §25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.

The materials and services supplied under this contract shall comply with all applicable federal, state and local laws, and the contractor shall maintain all applicable license and permit requirements. Any changes in the governing laws, rules and regulations during the term of this contract shall apply but do not require an amendment to this contract.

The Contractor shall comply with the provisions of A.R.S. Sections §46-251 through §46-253, Supplemental Payments Programs.

In accordance with A.R.S. §36-557 as may be amended (Purchase of community developmental disabilities services; application, contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operate directly by the State.

The laws and regulations of the state shall govern the rights of the parties, the performance of this contract and any disputes thereunder. Any action relating to this

contract shall be brought in Arizona court.

The contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents or crimes against children as specified in A.R.S. §13-3620 as may be amended.

The contractor shall comply with Public Law 101-121, Section 319 (31 USC 1352) as may be amended, 29 CFR Part 93 as may be amended which prohibits the use of federal funds for lobbying and which stipulates, in part: Except with the express authorization of Congress, the contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted to other federal law.

Nothing in this contract shall be construed as a waiver of an Indian tribe's sovereign immunity; nothing shall be construed as an Indian tribe's consent to be sued or as consent by an Indian tribe to the jurisdiction of any State Court.

The Contractor shall comply with P.L. 105-285, Section 678(a) which prohibits the use of funds for the purchase of improvement of land, or purchase, construction or permanent improvement (other than low-cost residential weatherization or other energy-related home repairs) of any building or other facility.

5. Applicable Taxes.

- a. Applicable Taxes. AAA-PCOA will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.
- b. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- c. Tax Indemnification. Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold AAA-PCOA harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- d. IRS W9 Form. In order to receive payment, Contractor must have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

6. Arbitration. The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518, except as may be required by other applicable statutes (Title 41).

7. Assignment and Delegation. The contractor shall not assign any right nor delegate any duty under this contract without the prior written approval of the procurement officer. AAA-PCOA shall not unreasonably withhold approval.

8. Audit.

- a. At any time during the term of this contract, and at any time within five (5) years after termination of this contract the contractor's or any subcontractor's books, data and records shall be subject to audit by AAA-PCOA and, where applicable, the State or Federal Government, to the extent that the books and records relate to the performance of the contract or subcontract. Upon request, the contractor or subcontractor shall produce the original of any or all such records.
- b. In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507), as may be amended, contractors designated as subrecipients, as described in the Office of Management and Budget Uniform Guidance for Federal Awards: Cost Principles, Audit and Administrative Requirements for Federal Awards, Subpart F – Audit Requirements (Title 2 of the Code of Federal Regulations), expending Federal funds from all sources totaling \$750,000 or more shall have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in CFR Title 2 as may be amended. As outlined in the audit Reporting Package shall include: Financial statements and a Schedule of Expenditures of Federal Awards (SEFA); Summary schedule of prior audit findings; Auditor's Reports; Corrective Action Plan.

AAA-PCOA's contract numbers and award amounts must be included on the Schedule of Federal Financial Assistance. A copy of the Single Audit Reporting Package, Management Letter and Auditors Opinion must be submitted to PCOA within thirty (30) days after completion of the audit or nine (9) months after the audited period and to AAA-PCOA's person designated to receive notices as specified in the Reports Section in the Scope of Work.

- c. For profit subrecipients are subject to compliance requirements established by the Department of Economic Security. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, PCOA monitoring during the contract, and post-award audits.
- d. All contractors are subject to the programmatic and fiscal monitoring requirements of AAA-PCOA to ensure accountability of the delivery of all goods and services, as required under the CFR Title 2. A minimum fiscal requirement for all contractors designated as vendors is an annual financial audit which includes AAA-PCOA contract numbers and award amounts. The Audit Report, Management Letter and Auditor's Opinion must be submitted to PCOA's person designated to receive notices within thirty (30) days after completion of the audit.
- e. Audits of non-profit corporations receiving Federal or State monies required pursuant to federal or state laws, rules or regulations must be conducted as provided in 31 U.S.C. 7501 et seq. and A.R.S. §35-181.03 as may be amended, and any other applicable statutes, rules, regulations and standards.

9. **Authority.** This contract is issued under the authority of the PCOA Chief Executive Officer who signed this contract. Changes to the contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized AAA-PCOA employee or made unilaterally by the contractor are violations of the contract and of applicable law. Such changes, including unauthorized written contract amendments, shall be void and without effect, and the contractor shall not be entitled to any claim under this contract based on those changes.
10. **Availability of Funds for the Next Fiscal Year.** Funds may not presently be available for performance under this contract beyond the current fiscal year. No legal liability on the part of AAA-PCOA for any payment may arise under this contract beyond the current fiscal year until funds are made available for performance of this contract.
11. **Availability of Funds for Current Fiscal Year.** AAA-PCOA may reduce or terminate this contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated. The PCOA-AAA director shall have the sole and unfettered discretion in determining the availability of funds. PCOA and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment
12. **Background Checks for Employment through the Central Registry:**
  - a. If providing direct service to children or vulnerable adults, the following shall apply: The provisions of A.R.S. §8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
  - b. Background checks through the Central Registry shall be conducted and the information contained in the Central Registry used as a factor to determine qualifications for positions that provide direct services to children or vulnerable adults for:
    - (1) Any person who applies for a contract with the State and that person's employees;
    - (2) All employees of a contractor
    - (3) A subcontractor of a contractor and the subcontractor's employees; and
    - (4) Prospective employees of the contractor at the request of the prospective employer.
  - c. Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
  - d. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. §41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. §41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
  - e. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the Department whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.